

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

NORTH AMERICAN COMPANY FOR
LIFE AND HEALTH INSURANCE,

Plaintiff,

vs.

ROBERT HOMA, MARY ANN STAGE,
JOHN HOMA, JACQUELINE DAVIS, AND
JOHN SHIELDS,

Defendants.

Case No. 1:23-cv-564

COMPLAINT FOR INTERPLEADER

Plaintiff North American Company for Life and Health Insurance (“North American”), files this Complaint For Interpleader against Defendants Robert Homa, Mary Ann Stage, John Homa, Jacqueline Davis, and John Shields (collectively, “Defendants”) pursuant to 28 U.S.C. § 1335, and, in so doing, respectfully states as follows:

NATURE OF ACTION

1. This is an interpleader action to resolve competing claims between the Defendants regarding the death benefit proceeds of North American Contract No. *****6845 (the “Contract”), owned by Yvonne Shields.

2. North American is indifferent to and has no stake regarding which of the Defendants is entitled to the death benefit under the Contract and seeks an Order from this Court permitting it to deposit the Contract’s proceeds with the Court’s Registry and discharging North American from further liability as to the Contract’s proceeds.

PARTIES AND JURISDICTION

3. North American is a corporation organized and existing under the laws of the State of Iowa, with its principal place of business located in Iowa, and, accordingly, is a citizen of Iowa.

4. Robert Homa is a citizen and domiciliary of Lake County, Ohio.

5. Mary Ann Stage is a citizen and domiciliary of Lake County, Ohio.

6. John Homa is a citizen and domiciliary of Hamilton County, Tennessee.

7. Jacqueline Davis is a citizen and domiciliary of Mecklenburg County, North Carolina.

8. John Shields is a citizen and domiciliary of Allegheny County, Pennsylvania.

9. This Court has subject matter jurisdiction over this interpleader action, together with the claims, counterclaims, and defenses arising from the transactions and occurrences that are the subject matter of this interpleader action, pursuant to 28 U.S.C. § 1335, in that minimal diversity exists because at least two of the claimants (i.e., Defendants) to the “res” that is subject to this statutory interpleader are citizens of different states and the value of the res exceeds \$500.

10. Being a statutory interpleader under 28 U.S.C. § 1335, this Court has personal jurisdiction over the defendants pursuant to 28 U.S.C. § 2361.

11. Venue is proper in this Court pursuant to 28 U.S.C. § 1397 because one or more of the Defendants as claimants or potential claimants resides in this judicial district.

12. Pursuant to 28 U.S.C. § 1335(a) and Fed. R. Civ. P. 67, North American will hereafter file, in compliance with Local Rule 67.1, a Motion For Interpleader Of Proceeds, Discharge, Dismissal With Prejudice, And Attorney’s Fees And Costs seeking leave to deposit the contractual obligations due under the Contract into the registry of this Court.

13. North American will perform any obligations otherwise due under the Contract only upon the further order of this Court.

FACTUAL BACKGROUND

A. Relevant Parties

14. Yvonne Shields was the owner and annuitant under the Contract.

15. Robert Homa is Yvonne Shields's cousin.

16. Mary Ann Stage is Yvonne Shields's cousin.

17. John Homa is Yvonne Shields's cousin.

18. Jacqueline Davis is Yvonne Shields's niece.

19. John Shields is Yvonne Shields's widower.

B. Contract No. ***6845**

20. The Contract is an annuity contract and was originally issued to owners and annuitants Yvonne and John Shields on or about February 8, 2016, in exchange for an approximately \$50,000 initial premium payment. (Ex. A.)

21. The primary beneficiary to the Contract upon issue was "Surviving Spouse." (Ex. A.)

22. No contingent beneficiaries were named to the Contract upon issue. (Ex. A.)

23. On or about November 22, 2021, North American received an Ownership Change Request removing John Shields as an owner. North American processed the request. (Ex. B.)

24. On or about December 17, 2021, North American received an Annuity Beneficiary Change Request removing the "Surviving Spouse" designation and listing the primary beneficiaries as Robert Homa (50%), Jacqueline Davis (20%), Mary Ann Stage (15%),

and John Homa (15%). No contingent beneficiaries were designated. North American processed the request. (Ex. C.)

C. Dispute

25. Yvonne Shields passed away on February 26, 2022.

26. On or about April 20, 2022, North American received correspondence from an attorney for Jacqueline Davis notifying North American of Yvonne Shield's death. The correspondence further stated that there was a pending Petition for Guardianship for John Shields, and requested that no funds should be distributed until a guardian was appointed. (Ex. D.)

27. Between April 26, 2022 and July 18, 2022, North American received death claims from beneficiaries Robert Homa, Mary Ann Stage, John Homa, and Jacqueline Davis. (Ex. E.)

28. Jacqueline Davis claims that John Shields was mentally incapacitated at the time the November 22, 2021 ownership change was signed and that none of the changes should have been allowed.

29. The proceeds for the Contract are approximately \$56,000.00.

CAUSE OF ACTION IN INTERPLEADER

30. The Defendants claim an interest in the proceeds of the Contract.

31. The claims of the Defendants are adverse and conflicting, and North American is unable to fully determine the Contract's rightful owner, to whom North American's rights and obligations under the Contract flow. North American is therefore in the position of an innocent stakeholder faced with the possibility of multiple liability on a single obligation and incidental costs.

32. North American neither has nor claims, any ownership interest in the Contract, for which North American at all times has been willing to perform all contractual obligations to the rightful owner.

33. North American has filed this Complaint For Interpleader of its own free will to avoid multiple liabilities and unnecessary suits and costs, and unconditionally tenders the disputed contractual obligations coming due under the Contract into the Court's registry. North American will abide by and perform on the Contract in accordance with the judgment of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff North American Company for Life and Health Insurance requests:

- a. That Defendants be required to interplead together their conflicting ownership claims to North American Company for Life and Health Insurance Contract No. *****6845;
- b. That Defendants be restrained and enjoined from instituting or prosecuting any action or proceeding in any State or United States Court affecting North American Company for Life and Health Insurance Contract No. *****6845;
- c. That the Court enter an order granting North American's forthcoming Motion For Interpleader Of Proceeds, Discharge, Dismissal With Prejudice, And Attorney's Fees And Costs regarding the contractual obligations due under North American Company for Life and Health Insurance Contract No. *****6845 into the registry of this Court;
- d. That the Court enter a declaratory judgment awarding ownership of North American Company for Life and Health Insurance Contract No. *****6845 and the rights thereunder to the rightful owner(s) of the Contract;

- e. That North American is released and discharged from all liability to any party to this action on account of the matters relating to the ownership of North American Company for Life and Health Insurance Contract No. *****6845, conditioned only upon the compliance by North American with the future order or judgment of the Court concerning the Contract;
- f. That North American be awarded its reasonable costs and attorney's fees; and
- g. Such other and further relief, at law or in equity, to which North American may be justly entitled.

Dated: March 17, 2023

Respectfully Submitted,

s/ Rachel A. Yaggi

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